

Jones Co.

PPME #2003 (Mixed)

7/1/2006 6/30/2007

JONES CO. / PPME # 2003 (MIXED)

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PUBLIC EMPLOYMENT
RELATIONS BOARD

CONTRACT

between

JONES COUNTY

and

PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL 2003, I.U.P.A.T.

July 1, 2006 - June 30, 2007

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ARTICLE 1
DEFINITION OF EMPLOYEE

As used in this Agreement, the following definitions shall apply:

A. Probationary Employee

A new employee shall have this designation for six (6) months with the following exceptions:

1. At the county's option, a probationary employee may be advanced to permanent full-time or permanent part-time employee at an earlier date.
2. A probationary employee may be terminated for any reason during the probationary period.
3. Probationary employees shall accrue, but not be able to use the benefits under this Agreement with the exception of holidays and health insurance. Probationary employees shall receive paid holidays on the same basis as permanent employees, and shall be covered by the group health insurance policy at the first enrollment date following the employee's first full paycheck.

B. Permanent Full-Time Employee

An employee scheduled to work thirty (30) hours or more per week and paid either on a salary or hourly basis. However, employees hired after July 1, 2003 and working less than 35 hours per week are not eligible for coverage under the group health insurance policy.

C. Regular Part-Time Employee

A regular part-time employee is one who works less than thirty (30) hours per week on a regular twelve (12) month basis. Part-time employees will receive longevity on the same basis as full-time employees.

Part-Time Employee Holidays

An employee normally scheduled for 16-24 hours per week will receive four (4) hours of holiday pay for the ten (10) observed holidays. An employee normally scheduled for 25-29 hours per week will receive six (6) hours of holiday pay for the ten(10) observed holidays.

Part-Time Employee Vacation

A part-time employee will receive vacation on the same basis as full-time employees, but on a pro-rated basis based on the number of hours normally scheduled to work. For example, an employee with three years of service who works sixteen hours (two eight hour shifts) per week will receive two weeks of vacation and be paid sixteen hours per week for the two weeks of vacation. An employee who normally works five 5 hour days per week will be paid twenty-five hours per week as vacation pay.

Part-time employees will not receive any other benefits. However, persons employed part-time in the Courthouse prior to July 1, 1996 who receive pro-rated sick leave and personal days shall not be reduced in benefits. Any other current employees who move to a part-time status or future employees will not receive any benefits, except longevity and pro-rated observed holidays and vacation.

D. Temporary Employee

An employee hired for seasonal work or to assist at a time when there is need for additional staff, and whose employment will be for a period of four (4) months or less. This employee shall be entitled to no benefits under this contract, and is excluded from all terms and conditions of this contract.

ARTICLE 2
DUES CHECKOFF

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing after a thirty (30) day written cancellation notice is provided to the Union and the Employer, the County agrees to deduct the regular monthly Employee Organization dues from the first paycheck of the month to the Union, with an accompanying list of employees from whom payroll deductions were made by the fifteenth (15th) of the month. The list shall indicate the name, current address of Union members, hourly rate of pay, and amount of dues deducted from each employee for whom dues have been withheld, noting any additions or deletions from the previous month with a notation as to the reason for the deletion. The Employee Organization will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County will require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Employee Organization agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

The authorization shall be as follows:

I, the undersigned, do hereby authorize my Employer _____ to deduct from my wages and transmit to Local Union No. 2003, Public, Professional & Maintenance Employees, Local Union No. 2003, IUPAT, AFL-CIO, the amount of dues designated by the Union.

This authorization for deduction of Union dues may be revoked after a thirty (30) day written cancellation notice is given to the Union and to the County Auditor.

Date_____

Signature_____

Address_____

Social Security No._____

ARTICLE 3
GRIEVANCE PROCEDURES

I. Definition of a Grievance

A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving the interpretation or application of a specific term or provision of this Agreement.

II. Grievance Procedure

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The County shall determine whether an interference has occurred under this paragraph. Unless agreed to by the Employer, all grievances shall be processed outside the employee's workday. An employee may represent him-/herself, or may be represented or accompanied by a representative of the employee's Union during Steps 1 through 4.

III. Time Limits

If a grievance is not presented within the time limits set forth herein, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the Employee Organization may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual or written agreement of the County and the Employee Organization involved in each Step. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive, and exclusive of holidays.

Step 1. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest supervisory level, normally with the immediate supervisor. The grievance shall be discussed orally in Step 1, but the grievant shall cite the provisions of this Agreement allegedly violated and the remedy requested. Step 1 must be taken within five (5) working days to investigate the grievance and respond to it.

Step 2. If the disposition of the grievance in Step 1 is not satisfactory to the grievant, the grievant shall file with the appropriate supervisor, a written grievance, stating the nature of the grievance, reciting the specific clause or clauses of the Agreement allegedly violated, and shall specify with particularity the remedy sought. This grievance shall be submitted to the department head within five (5) working days after the response from the immediate supervisor. The department head shall schedule a conference with the grievant and the supervisor within five (5) working days of receipt of the grievance. Following the conference, the department head shall investigate the grievance and respond to it in writing, sending a copy to the grievant within five (5) working days.

Step 3. If the disposition of the grievance in Step 2 is not satisfactory to the grievant, the grievant shall submit an appeal in writing to the Chair of the Board of Supervisors within five (5) working days after receipt of the Step 2 response. The Chair will select a grievance review committee which will be composed of two (2) Board members and one (1) Department Head not involved in the dispute. The grievance review committee shall, within fifteen (15) working days, make an investigation, schedule a meeting with the grievant and the grievant's Department Head, and respond in writing by sending a copy of the response to the grievant.

Step 4. If the grievance is not settled in accordance with the foregoing procedure, the Employee Organization may, with the approval of the grievant, within five (5) working days after receipt of the County's answer in Step 3, submit the grievance to arbitration. The arbitration proceedings shall be conducted by an impartial arbitrator who is to be selected by the two parties within seven (7) working days after the notice of submission to arbitration is given. If the two parties fail to reach agreement on selection of the impartial arbitrator within the seven (7) days, the Iowa Public Employment Relations Board will be requested to provide a panel of five (5) arbitrators. Each of the two parties, the moving party striking first, will alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the arbitrator.

Each individual grievance shall be heard and arbitrated by a separate arbitrator unless the parties agree in writing to combine more than one grievance to be arbitrated. The expenses and salary incident to the arbitrator's services shall be shared equally by the Organization and the County. However, each party shall be responsible for the expenses and salary of its own witnesses or representatives and attorneys as well as any other expenses which it may incur on its own behalf.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issues submitted to him in writing by the County and the Organization, and shall have no authority to make his decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modify or vary in any way, the application of laws and rules and regulations having the force and effect of law.

The arbitrator shall submit, in writing, his decision within thirty (30) days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented.

No decision of an arbitrator or of the County in any given grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case. If the Organization or any employee files a complaint in any form other than under the grievance procedure of this Agreement, then the County shall not be required to process the same claim or set of facts through the grievance procedure.

In any arbitration award, no right of management shall be taken away from the County nor limited or modified, except only to the extent that the Agreement clearly and unequivocally permits such rights to be taken away, limited or modified.

All grievances and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 4 WORK HOURS AND OVERTIME

Overtime Pay

Overtime at time and one-half (1 1/2) pay will be paid after eight (8) hours of work in any given day or over forty (40) hours in any given workweek for all employees, except Sheriff's Deputies. The opportunity to work overtime, if any, will normally be distributed as equally as possible over the course of a fiscal year among qualified employees in the relevant job classification. Each department's main location shall have available for inspection by employees a list which displays the past twelve months of overtime hours taken as cash or comp time. Each department shall determine and post the procedure necessary to achieve equalization of overtime opportunities.

Paid holidays shall be included in the regular workweek when figuring overtime pay. Vacation and sick leave will be included in the regular workweek for the purpose of computing overtime.

Compensatory Time Off

Regular full-time employees may elect to convert overtime compensation to compensatory time off at the rate of one and one-half (1 1/2) hours of compensatory time for one hour (1) of overtime worked. The use of compensatory time off shall be scheduled with the employee's supervisor's permission. Employees may accumulate up to one hundred twenty (120) hours of compensatory time. Accumulation and use of compensatory time shall be limited to employees of the Secondary Road Department.

Sheriff's Deputies

Sheriff's Deputies may be scheduled for up to 171 hours in a 28 day work period. Overtime at the rate of time and one-half the deputy's hourly wage rate will be paid for all hours worked over 171 hours in the 28 day work period.

Call Back Time

Call back time will be paid at a minimum of one and one-half (1 1/2) hours at the overtime rate. This provision also applies to Sheriff Deputies when a deputy is required to make a court appearance on the deputy's scheduled time off work.

Inservice Meetings

Employees shall be paid for all hours in attendance at Employer offered or Employer required inservice meetings and training sessions at the employee's regular rate of pay, or the overtime rate if attendance exceeds eight (8) hours in a day or forty (40) hours in a week. Such attendance shall not be considered call back under this Article.

Work Schedule

The Employer shall post a work schedule in each workplace. Employees shall receive at least three (3) days advance notice of any changes in the posted schedule, except in the case of emergencies or a change caused by the paid absence of a scheduled employee.

ARTICLE 5 SAFETY RULES

Employees shall observe all rules and regulations established by the County for the protection of life, limb, and health, and for the preservation of County property.

ARTICLE 6 VACATION

All vacation shall be calculated using continuous years of employment with Jones County based on the employee's Date of Hire from the seniority list posted in Article 12. During the first year, five (5) days will be earned, except none can be taken during this first year. After the first year through the ninth year, ten (10) days per year will be earned. After the ninth year, fifteen (15) days of vacation per year will be earned. After fifteen (15) or more years of service, employees will earn twenty (20) days vacation.

Vacation is accrued monthly at the rate of 1/12th of the employee's annual vacation amount. This amount will be reflected on the first paycheck of each month.

All vacation taken must be cleared with the immediate supervisor. Vacation conflicts should be worked out with fellow workers so that no unit will be crippled in a busy period.

Employees are encouraged to take vacation each year. A two (2) year accumulation of vacation will be allowed, but none in excess of this. After reaching the two (2) year limit, no vacation will be earned until some vacation is taken.

Any accumulated vacation will be paid as terminal pay at the time an employee leaves the County employment.

Employees will not be scheduled for work the weekend before or after their scheduled vacation. Deputy sheriffs will only receive the weekend before or the weekend after the employee's scheduled vacation.

With the employee's supervisor's permission, an employee may use vacation on an hourly basis.

ARTICLE 7 HOLIDAYS

All permanent full-time, except Sheriff Deputies personnel, shall receive their regular compensation for the following legal holidays, or any other day proclaiming in writing as a County holiday by the County Board of Supervisors during which the public offices of the County are closed.

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Personal Day (2)

In lieu of holidays, Deputy Sheriff's personnel shall be granted an additional day of vacation for each holiday that they work, plus one and one-half (1 1/2) times their regular rate of pay for all hours worked on a designated holiday. If the holiday falls on their regular day off, they shall receive an additional day off with pay.

All employees, except Sheriff Deputies, required to work on a designated holiday shall be paid the holiday at their regular day's pay, plus one and one-half (1 1/2) times their regular rate of pay for all hours worked.

Any employee shall forfeit his/her right to payment for any holiday if he/she has an unexcused absence on the last regular workday preceding such holiday or on the next regular workday following such holiday.

When a holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

ARTICLE 8
LEAVES OF ABSENCE

A. Sick Leave

Sick leave with pay will be earned at the rate of one and one-half (1 1/2) days per month, accumulative to one hundred twenty-five (125) days. No paid sick leave shall be allowed during the employee's probationary period, but an employee will earn sick leave during this period. Accrued sick leave will be reflected on the first paycheck of each month. No pay will be allowed for accumulated sick leave at the termination of employment.

Employees shall be granted three (3) consecutive sick leave days as excused, without a doctor's certificate, but in the event of a fourth consecutive day, the County may require a doctor's certificate or may require proof of illness in any case where evidence of abuse exists. In any case, only six (6) days may be used annually as excused days without a doctor's certificate.

Paid sick leave will be granted for the following:

1. Illness or injury of an employee.
2. Acute medical or dental care.
3. Medical or dental care which cannot be obtained after hours.
4. Three (3) days per fiscal year for care of an ill child, step-child or spouse, but not for routine medical appointments.

Any employee who has accumulated the maximum number of sick leave days (125 days) prior to the start of the month, and who does not use any sick leave during that month, shall be eligible to convert the twelve (12) hours of sick leave that the employee would have accumulated had the employee not been at the maximum accumulation into three (3) hours of vacation. Sick leave converted to vacation leave shall be used pursuant to the provisions of Article 6, Vacation.

B. Injury Leave

Any County employee injured while engaged in work covered by Workers Compensation insurance which results in absence from work will be compensated by the County for loss of wages caused by such injury for the difference between the amount paid by the Workers Compensation fund and the basic compensation rate for the employee, for a period not to exceed the number of sick leave days credited to the employee. In order to receive such supplemental benefits, written statement from a practicing physician, dentist or osteopath licensed under the laws of the state of Iowa describing in detail the nature and extent of the injury, will be required by the appropriate department head. This benefit is optional, at the employee's written election. The employee shall confer with the County Auditor as soon as practical regarding computing this benefit. The Auditor may continue full County pay and later debit pay and sick leave to effectuate the purposes of the paragraph.

Any and all accidents should be reported to the supervisors, who shall fill out a report to go to the safety department. Any accident requiring professional medical attention shall be reported to the employee's department head as soon as practical, but within twenty-four (24) hours to insure proper Workers Compensation coverage.

C. Bereavement Leave

In the case of the death of the employee's spouse or child, the employee shall be granted five (5) days absence with pay. In the case of the death of the father, mother, brother, sister, father-in-law, mother-in-law, stepmother, stepfather, stepmother-in-law, stepfather-in-law, grandparent, grandchild, or any relative who was a member of the employee's household at the time of death, an employee shall be granted three (3) days, to be absent from duty, by the supervisor or his designee, for attendance at the funeral and for other purposes arising out of said death, with no deduction for pay. The supervisor may grant up to two (2) additional days of leave for necessary travel or other reasons.

In the case of the death of a daughter-in-law, son-in-law, grandparent-in-law, uncle, aunt, first cousin, brother-in-law, or sister-in-law, an employee shall be granted one (1) day to be absent from duty, by the supervisor or his designee, for attendance at the funeral, with no deduction for pay. The supervisor may grant one (1) additional day of leave for necessary travel or other reasons.

An employee may be granted one-half (1/2) day leave, with pay, to serve as a pallbearer at a funeral. This may be extended to one (1) day if necessary travel is involved.

An employee may be granted one-half (1/2) day leave, with pay, to attend the funeral of a friend. This may be extended to one (1) day if necessary travel is involved.

D. Military Leave

Jones County shall follow the Military Leave Program in accordance with the Iowa Code Section 29A.28 and the Federal Selective Service Act.

Proof of service must be turned in to the department head before salary will be paid.

E. Special Leave

In addition to leaves authorized above, a department head may authorize an employee to be absent on special leave with or without pay. Special leave with pay requires approval from the Board of Supervisors. The department head's decision and the Board of Supervisors' decision are not grievable.

F. General Provisions

1. An employee who gives the County a false reason to obtain a leave of absence will be subject to discharge.
2. An employee returning to work after a serious illness or injury may be required by the County to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
3. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the County except under extenuating circumstances or unless the County determines otherwise.
4. An employee on leave of absence may return to work at the end of an authorized leave with approval of the County. Such employee shall give the County as much advance notice as possible for the early return to work.
5. All absences other than those enumerated under the above leave provisions will result in loss of pay as per contract.
6. Leaves under this Article and personal days may be debited and credited in hourly units.

ARTICLE 9
LONGEVITY

Permanent employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin receiving longevity pay at the beginning of the payroll period in which the required number of years have been completed. Seniority shall be defined and calculated for purposes of this Article by the employee's Date of Hire posted on the seniority list in Article 12.

Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated receives a subsequent reappointment, no credit will be given for the period of service prior to the termination. Continuous service shall not be considered broken if an employee: (a) is on military leave of absence and returns to employment in accordance with the federal and state laws; (b) is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a five (5) year period by employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

An employee who is suspended, on leave of absence without pay, or otherwise off the payroll for any period of thirty (30) consecutive calendar days or more shall receive no longevity pay for such a period.

Each employee in the bargaining unit shall receive a five cents (\$.05) per hour increase every five (5) years.

ARTICLE 10 INSURANCE

Life Insurance

The County will provide for each regular full-time employee a group insurance policy consisting of \$7,500 Term Life Insurance.

Health Insurance

The County will pay 95% of the monthly single employee premium for each permanent full-time employee eligible for the County provided medical group health insurance. The County will pay 95% of the monthly single employee premium and 85% of the family monthly premium for each permanent full-time employee eligible for the County provided medical group insurance and taking family coverage.

All provisions of insurance coverage shall be those set forth in the respective insurance policies. This includes, but is not limited to, eligibility, beginning and termination dates, benefits, and exclusions.

The County shall provide at no cost to all full-time employees long term disability insurance coverage providing a minimum of a five year benefit period of up to \$3,000 per month and a minimum of \$100 per month which will be reduced by any social security disability benefits received after a ninety (90) day waiting period.

The County shall have the right at any time to procure the insurance referred to in the above sections from any reputable insurance company, provided the level of benefits in effect on July 1, 2003 is maintained. Any plan shall include the following basic benefits:

Network Providers

	<u>Single</u>	<u>Family</u>
Deductible	\$250	\$500

The deductible is waived for network office services, well child care are through age 6, physician and facility services for a newborn's initial hospitalization, network routine physical exams, routine mammograms, most covered x-ray and lab services (see plan booklet for details and exceptions) and minor surgeries performed in a physician's office. The family deductible is an aggregate amount for one family policy.

Out-of-Pocket Maximum	\$1,000	\$2,000
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Deductibles paid during a calendar year are included in the out-of-pocket maximum amount.

The family out-of-pocket maximum is an aggregate amount for one family policy.

Co-Insurance	85%/15%	85%/15%
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Non-Network Providers

Deductible	\$250	\$500
Out-of-Pocket Maximum	\$1,000	\$2,000
Co-Insurance	70%/30%	70%/30%
<u>Lifetime Maximum per Person</u>	\$2,000,000	

Prescription Drugs

Co-pay	<u>7-1-04</u>	<u>7-1-05</u>
	\$20 per prescription brand name	\$30
	\$10 per prescription generic	\$10
	1 co-pay required for a 60 day supply of maintenance drugs	
	<u>Single</u>	<u>Family</u>
Out-of-Pocket Maximum	\$1,000	\$2,000
-met through above co-pays and separate from medical deductibles and out-of-pocket.		

ARTICLE 11 STAFF REDUCTION PROCEDURE

After considering attrition, if the Employer determines that employees must be laid off, the Employer shall consider qualifications, ability to perform, and seniority, and if qualifications and ability to perform are equal between or among affected employees, seniority shall govern. In lieu of the consideration of qualifications and ability to perform, the Employer may use seniority only to determine layoffs. Temporary, part-time and probationary employees performing duties within the job classification from which employees have been or are to be laid off are to be laid off first and have no recall rights. Seniority shall be defined and calculated for purposes of this Article by the total years of seniority posted on the seniority list in Article 12.

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest address. Recall shall be for one (1) year only. Acceptance of a recall shall be certified mail/return receipt requested, or shall be hand delivered within fifteen (15) days of mailing of the recall notice. Failure to accept recall will terminate recall rights. Recall shall be to the classification from which the employee was laid off and an employee may be recalled to other vacancies for which the employee has qualifications and skills required for the position.

ARTICLE 12
SENIORITY

Seniority shall be the status, priority, or precedence obtained as a result of continuous length of service as a Jones County employee. Seniority shall commence on the date of employment as a Jones County employee and shall become applicable immediately following completion of the probationary period. The County shall post a seniority list on July 31 each year displaying each employee's name, job classification, date of hire, and total years of seniority. Job classification shall be that bargaining unit classification occupied by the employee on July 1 of that year. Date of Hire shall be the calendar date of the employee's first day of work for Jones County whether as a part-time or full-time employee provided that all such service with the County has been continuous as either a part-time or full-time employee since that date.

Total years of seniority shall be a number of years equal to the number of years of continuous service for each employee calculated as:

1 year (1560 or more hours in preceding year) of full-time service = 1.0 years

1 year of part-time service working 25 - 29 hours per week (more than 1275 and less than 1560 in preceding year) = .75 years

1 year of part-time service working 16 - 24 hours per week (832 or more and less than 1275 hours in preceding year) = .50 years

1 year of part-time service working less than 16 hours (less than 832 hours in preceding year) = .25 years

The above calculation shall be made during the month of July based on hours worked in the preceding twelve months.

An employee shall lose seniority rights upon:

- a. Resignation;
- b. Discharge for just cause;
- c. Failing to report to work within fifteen (15) days after notice from the County (by U.S. Certified Mail/Return Receipt Requested to last known address) notifying him/her to report for work following a layoff.

Full-time employees seniority shall accrue during all paid leaves and during unpaid leaves up to thirty (30) days in length. In the event that more than one (1) employee has the same seniority date, the order of seniority will be determined by lot.

Bidding Procedure

Job posting will be on a departmental basis. No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such positions and to have their application

considered. Qualified applicants outside the unit may be considered by the Employer after five (5) said working days. Applicants within the unit shall be notified within five (5) working days after the posting is removed if they are accepted or rejected. When the Employer determines the successful job bidder, qualifications will be the primary consideration, and where qualifications between bidders are equal, seniority shall govern. Seniority shall be defined and calculated for the purposes of this Section by the total years of seniority posted on the seniority list in this Article.

A successful bidder bidding into a different classification shall be given up to fifteen (15) working days to satisfactorily perform the job. During the fifteen (15) day trial period, the employee shall receive on-the-job training directly related to the work of the job. If such employee fails to satisfactorily perform the job as determined by the Employer, then the employee shall be returned to his/her former position.

ARTICLE 13 SAVINGS CLAUSE

Should any Article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 14 ENTIRE AGREEMENT AND WAIVER CLAUSE

- A. This Agreement supersedes and cancels all previous agreements and practices between the County and the Employee Organization, unless expressly stated to the contrary herein, and together with the concurrent letters of understanding, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining for its terms, except as provided herein.
- B. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Employee Organization, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 15 WAGE ADMINISTRATION

Hourly Wage Rates

Employees shall be compensated for their regular straight time hours worked pursuant to the schedule set forth in Schedule A, a copy of which is attached and incorporated herein by this reference as though fully set forth.

All hourly wage rates in Schedule A shall be increased by three percent (3%) for all non-Secondary Road job classifications on July 1, 2006. All hourly wage rates in Schedule A for Secondary Road job classifications shall be increased by fifty cents (\$0.50) on July 1, 2006. Deputy Sheriffs shall be paid as a percentage of the Sheriff's salary for that fiscal year as set forth in Schedule A.

Initial placement within the salary range will be based on qualifications and experience, but shall not exceed the one (1) year step level. Placement on the salary range is not grievable. Advancement within the salary range may be made for completion of probation, anniversary date, and meritorious service.

Shift Differential

Employees assigned to the third shift in all Jail and Radio Operator classifications will receive a shift differential of ten cents (\$.10) per hour.

Effect of Job Classification Changes

Current bargaining unit employees who successfully bid into a higher paying job classification shall retain their current step level, but will not receive the higher rate of pay during the first thirty (30) calendar days after being transferred to the new classification.

Out-of-Title Pay

The Employer may temporarily assign an employee to a different job classification within a department. Such involuntary assignment shall not exceed ninety (90) days. An employee temporarily transferred to a lower pay classification shall continue to receive the employee's regular rate of pay. An employee temporarily assigned to a higher classification for more than five (5) consecutive days shall receive the higher rate of pay beginning with the sixth day worked.

Winter Foreman

An employee assigned Winter Foreman duties will receive the MMIII wage rate for the week assigned the duty. Winter Foreman are responsible for calling out employees for winter road maintenance (snow removal).

Licenses

An employee who obtains an Iowa Department of Agriculture Commercial Applicator license and uses such license while in the employ of the County shall receive an additional fifteen cents (\$.15) per hour for each hour of use of said license.

LETTER OF UNDERSTANDING

This Letter of Understanding will serve as our understanding of the matter amending Article 15 – Wage Administration, contract between Public Professional and Maintenance Employees and Jones County.

Canine Officer Compensation

Beginning 2-20-06 the canine officer will be compensated by adding one-half (½) hour per day to his/her time sheet for all activities (excluding training) related to the care of the canine. This additional one half (½) hour shall count as time worked for purposes of computing overtime. The parties acknowledge that under the current contract language of receiving overtime compensation after 171 hours in a 28 day period, this will normally result in the canine officer receiving at least three (3) hours of overtime per 28 day cycle.

Dated this 14th day of Feb, 2006.

JONES COUNTY

PUBLIC PROFESSIONAL and
MAINTENANCE EMPLOYEES
LOCAL UNION 2003

[Signature]
Chair, Jones County Board of Supervisors

[Signature]
Jones County Board of Supervisors

[Signature]
Jones County Board of Supervisors

[Signature]
Jones County Board of Supervisors

[Signature]
Jones County Board of Supervisors

[Signature]
Jones County Sheriff

[Signature]
Renee Von Bokern
Representative of Jones County

[Signature]
Deborah A. Groene
Business Manager/Secretary Treasurer
Union Representative

SCHEDULE A
Effective 7 - 1 - 06

<u>Job Classification</u>	<u>Start</u>	<u>6 mos.</u>	<u>1 yr.</u>	<u>2 yrs.</u>	<u>3 yrs.</u>	<u>After 4 yrs.</u>
Janitor	8.97	9.13	9.26	9.36	9.69	9.94
Secretary I	8.79	9.03	9.33	9.62	9.93	10.16
Radio Operator	11.70	12.02	12.32	12.65	12.97	13.19
Jail Officers	11.70	12.02	12.32	12.65	12.97	13.19
Secretary/Bookkeeper (Eng.)	9.51	9.81	10.12	10.42	10.71	10.93
Clerk I	10.24	10.60	10.93	11.30	11.64	11.85
Clerk II	10.77	11.14	11.49	11.89	12.25	12.43
Secretary/Matron (Sheriff)	10.77	11.14	11.49	11.89	12.25	12.43
Custodian/Maintenance	12.15	12.33	12.58	13.11	13.60	13.96
Community Service Asst.	11.08	11.38	11.70	11.99	12.31	12.62
MM I	11.82	12.79	13.78	14.80	15.80	15.94
Fuelman	11.82	12.79	13.87	14.97	16.04	16.20
Signman	13.13	13.98	14.81	15.64	16.49	16.62
Draftsman	11.82	12.79	13.93	15.09	16.20	16.33
Mechanic I	11.82	12.79	13.93	15.09	16.20	16.33
MM II	13.06	13.85	14.63	15.45	16.20	16.33
MM III	13.13	13.98	14.81	15.64	16.49	16.62
Partsman	13.13	13.98	14.81	15.64	16.49	16.62
Bridge Foreman	13.19	14.09	14.98	15.85	16.74	16.86
Mechanic II	13.07	13.97	14.84	15.76	16.62	16.74
Instrumentman	13.23	14.16	15.10	16.00	16.91	17.05
C.A.D. Technician	13.23	14.16	15.10	16.00	16.91	17.05
Shop Foreman	13.34	14.31	15.26	16.25	17.20	17.30
Chief Inspector	13.63	14.74	15.88	17.05	18.17	18.28
Party Chief	13.63	14.74	15.88	17.05	18.17	18.28
Deputy Sheriff (% of Sheriff)	0.70	0.72	0.74	0.76	0.78	0.80